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THIS AGREEMENT made this 30th day of June, 1964 by and between ROHM & HAAS COMPANY, a Delaware corporation, Party of the First Part, W-L, INC., a Delaware corporation, Party of the Second Part, WHITMOYER LABORATORIES, INC., a Delaware corporation, Party of the Third Part, THE PHILADELPHIA NATIONAL BANK, a corporation chartered and organized under the laws of the United States, Party of the Fourth Part, and CLARENCE W. WHITMOYER, THOMAS W. BALKCOM, and MICHAEL J. DEMUCCHIO, Parties of the Fifth Part,

W I T N E S S E T H

WHEREAS, Rohm & Haas Company, as Buyer (hereinafter referred to as "Rohm & Haas"), and Whitmoyer Laboratories, Inc., as Seller (hereinafter referred to as "Seller"), together with Clarence W. Whitmoyer, Thomas W. Balkcom, and Michael J. Demucchio (all being stockholders in Seller and hereinafter referred to as "Stockholders"), have entered into an agreement dated April 17, 1964 (hereinafter referred to as "Agreement") for the sale by Seller and the purchase by Rohm & Haas of Whitmoyer Laboratories, Inc., as a going concern, in exchange for common stock of Rohm & Haas Company; and

WHEREAS, Rohm & Haas has assigned all its interest in said agreement to W-L, Inc. (hereinafter referred to as "Buyer") and

WHEREAS, Paragraph 11 of the said Agreement provides in material part as follows:

"As security for the warranties and covenants

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of Whitmoyer and Stockholders under this Agreement, and also to protect R&H and W-L from any claims not assumed by them which may hereafter be made against any of the assets and properties to be conveyed hereunder, Stockholders agree at the time of closing to deposit an aggregate of 5,000 shares of R&H common stock in escrow with The Philadelphia National Bank, Broad and Chestnut Streets, Philadelphia, Pennsylvania, as Escrow Agent. If within the course of twenty-four months following the Closing Date any claims (other than in connection with liabilities agreed to be assumed hereunder by R&H or by W-L) shall have been made against R&H or W-L or any of the assets or properties transferred hereunder, arising out of any occurrence or event which took place before the Closing Date, or if a breach of any covenants or warranties given by Whitmoyer and Stockholders in or pursuant to this Agreement shall occur, R&H or W-L shall give Whitmoyer, the Stockholders, and the Escrow Agent prompt notice thereof. As to such claims asserted by any third party, Whitmoyer and the Stockholders shall have the opportunity, if they so choose, to defend against the claims; and after the aggregate of such claims (and expenses connected therewith) exceeds \$20,000.00, they shall either assume the defense thereof or promptly arrange for the discharge or settlement of such claims as they admit to be due. In either case, R&H and W-L shall cooperate with them in every reasonable way in the defense of claims asserted by any third party. If

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Whitmoyer and the Stockholders shall refuse or neglect to defend against any such claim, and if a final order or judgment is entered by any court against R&H or W-L, or against the assets and properties conveyed hereunder to W-L, or if R&H or W-L shall assert any claims against Whitmoyer or Stockholders for breach of any of their covenants or warranties hereunder and a final order or judgment is entered by any court against Whitmoyer or Stockholders on account of such claim or claims, and if the aggregate of all such claims so ordered or admitted to be due (together with the expenses connected therewith) exceeds \$20,000.00, W-L shall have the right to payment of the excess over \$20,000.00 out of the escrow security deposit. In that event the Escrow Agent shall either release the necessary number of shares (valued at their then market value) to W-L or, at the latter's request, sell the shares and release to W-L the proceeds of the sale. Twenty-four months after the Closing Date, if no claims shall have been made, or if all claims so made (and the expenses connected therewith) in excess of \$20,000.00 in the aggregate shall have been discharged, the escrow deposit arrangement shall terminate; and the Escrow Agent, after first paying its fee or fees from the deposit and any earnings thereon, shall remit the balance of the deposit and earnings to Stockholders, their personal representatives, or assigns."; and

WHEREAS, The Philadelphia National Bank (hereinafter referred to as "Escrow Agent") is willing to act as Escrow Agent in the premises;

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NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto, intending to be legally bound, mutually agree as follows:

1. Escrow Agent agrees to accept from Stockholders and Stockholders agree to transfer to Escrow Agent Five Thousand (5,000) shares of Rohm & Haas common stock referred to in paragraph 11 of said Agreement.

2. If within the course of twenty-four (24) months following the closing date, any claims (other than in connection with liabilities agreed to be assumed under the said Agreement by Rohm & Haas or Buyer) shall have been made against Rohm & Haas or Buyer or any of the assets or properties transferred under the said Agreement, arising out of any occurrence or event which took place before the closing date, or if a breach of any covenants or warranties given by Seller and Stockholders in or pursuant to said Agreement shall occur, Rohm & Haas or Buyer shall give Seller, the Stockholders, and the Escrow Agent prompt notice thereof.

3. As to such claims asserted by any third party, Seller and the Stockholders shall have the opportunity, if they so choose, to defend against claims; and if the aggregate of such claims (and expenses connected therewith) exceeds Twenty Thousand Dollars (\$20,000.00), they shall either assume the defense thereof or promptly arrange for the discharge or settlement of such claims as they admit to be due. In either

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case, Rohm & Haas and Buyer shall cooperate with them in every reasonable way in the defense of claims asserted by any third party. If Seller and the Stockholders shall refuse or neglect to defend against any such claim, and if a final order or judgment is entered by any court against Rohm & Haas or Buyer, or against the assets and properties conveyed under the said Agreement, or if Rohm & Haas or Buyer shall assert any claims against Seller or Stockholders for breach of any of their covenants or warranties under the said Agreement and a final order or judgment is entered by any court against Seller or Stockholders on account of such claim or claims and if the aggregate of all such claims so ordered or admitted to be due (together with the expenses connected therewith) exceeds Twenty Thousand Dollars (\$20,000.00), Buyer shall have the right to payment of the excess of Twenty Thousand Dollars (\$20,000.00) out of the escrow security deposit. In that event, the Escrow Agent shall either release the necessary number of shares (valued at their then market value) to Buyer or, at the latter's request, sell the shares and release to Buyer the proceeds of the sale.

4. Escrow Agent shall require Buyer to furnish either the written consent of Seller and/or Stockholders or a certified copy of the judgment involved and a sworn certificate that Buyer notified Seller and Stockholders of the claim; together

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with a certified copy of the notice sent to the Seller and Stockholders before releasing shares of stock or funds to Buyer from the escrow security deposit in payment of any claim.

5. It is understood by the parties hereto that Seller may from time to time require funds in the escrow security deposit for the payment of claims, expenses of dissolution, attorney's fees, etc. In the event that such funds are required, Seller shall advise Buyer and Rohm & Haas of the need for such funds and the reason therefor. If Rohm & Haas and Buyer determine the request of Seller for funds to be reasonable, Buyer and/or Rohm & Haas shall advise the Escrow Agent in writing to release such funds and/or sell such shares of stock as may be sufficient to meet Seller's request. Seller shall present to Buyer and/or Rohm & Haas documentary proof of the payment of any such claim or expenses.

6. Twenty-four (24) months after the closing date, if no claims shall have been made, or if all claims so made (and the expenses connected therewith) in excess of Twenty Thousand Dollars (\$20,000.00) in the aggregate, shall have been discharged, the escrow deposit arrangement shall terminate; and the Escrow Agent, after first paying its fee or fees from the deposit and any earnings thereon, shall remit the balance of the deposit and earnings to Stockholders, their personal representatives or assigns.

7. All stock dividends and cash dividends paid on the escrow security deposit shall be retained by the Escrow Agent and added to the escrow security deposit.

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8. The parties agree that the Escrow Agent shall not have discretionary duties and shall not be required to verify any representations made to it by Buyer in Buyer's sworn certificate as provided in paragraph 4 hereof. It is understood that Escrow Agent will act only in accordance with the terms hereof and any notices given hereunder. Escrow Agent shall not be liable hereunder except for gross negligence or bad faith in the performance of its duties and responsibilities hereunder.

9. As to any legal question arising in connection with the administration of this escrow agreement, Escrow Agent may rely absolutely upon opinions given to it by its own counsel, including any counsel regularly employed as an officer of The Philadelphia National Bank.

10. It is agreed that the Escrow Agent shall be paid the sum of Two Hundred Dollars*(\$200.00) _____ as an escrow fee for its services performed under this escrow agreement and that Escrow Agent shall also be entitled to reimbursement for all reasonably necessary out-of-pocket expenses incurred in the administration of this agreement. Escrow Agent is hereby authorized to deduct its fee and such necessary out-of-pocket expenses from the income on the escrow security fund.

11. Escrow Agent may rely absolutely upon the genuineness and authorization of the signature, or purported signature, of any party hereto and upon any notice, release, receipt, or other document delivered to it.

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12. Escrow Agent may, as a condition to the disbursement of any Rohm & Haas common stock or proceeds thereof held hereunder to Buyer in accordance with the provisions of paragraph 3 and 4 hereof, require from Buyer a receipt and a release of Escrow Agent from any liability arising out of its execution or performance of this escrow agreement, in such form as shall be satisfactory to Escrow Agent; and it may similarly require a like receipt and release from Seller and Stockholders as a condition to the final delivery of remaining Rohm & Haas common stock held hereunder to Stockholders.

13. All notices required or permitted to be given under this Escrow Agreement shall be by registered or certified mail and shall be sent

to Buyer as follows:

W-L, Inc.
c/o J. Fay Hall, Jr., Esquire
222 West Washington Square
Philadelphia 5, Pennsylvania

to Rohm & Haas as follows:

Rohm & Haas Company
c/o J. Fay Hall, Jr., Esquire
222 West Washington Square
Philadelphia 5, Pennsylvania

to Seller and Stockholders as follows:

Whitmoyer Laboratories, Inc.
c/o Crumlish and Lania
1521 Walnut Street Bldg.
Philadelphia 2, Pennsylvania

to Escrow Agent as follows:

The Philadelphia National Bank
Corporate Trust Department
Attn. Richard Custer, Corporate Trust Officer
Broad and Chestnut Streets
Philadelphia, Pennsylvania

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14. This Agreement shall in all respects be governed by the law of Pennsylvania; and it shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized Corporate Officers and their seals to be affixed the day, month, and year first above written.

ATTEST:

ATTEST:

ATTEST:

ATTEST:

WITNESS:

WITNESS:

WITNESS:

ROHM & HAAS COMPANY

By Irvin Flein

W-L, INC.

By Irvin Flein

WHITMOYER LABORATORIES, INC.

By Clarence W. Whitmoyer

THE PHILADELPHIA NATIONAL BANK

By Thomas W. Balkcom
ASSISTANT TRUST OFFICER

Clarence W. Whitmoyer (SEAL)
CLARENCE W. WHITMOYER

Thomas W. Balkcom (SEAL)
THOMAS W. BALKCOM

Michael A. Denuccio (SEAL)
MICHAEL A. DENUCCHIO

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